

effect; (iii) to its actual knowledge as of the Effective Date, no default under the Restrictive Covenants exists beyond any applicable notice and cure period; and (iv) the Restrictive Covenants are, and shall remain (or with respect to the Declaration, once finalized and recorded, will be), superior in lien to all mortgages and related liens affecting the Shopping Center and all other land which is encumbered by the Restrictive Covenants. Landlord and Tenant each acknowledge that this Lease is made and shall continue to be subject and subordinate to the Restrictive Covenants, subject to the provisions of this Section 20.04. Tenant shall comply with the terms and conditions of the Restrictive Covenants to the extent the same affect the Premises (it being agreed that Tenant shall not be obligated to expend any sums in connection with such compliance).

(c) Landlord shall, during the Term: (i) perform and observe all of the terms, covenants, provisions and conditions of the Restrictive Covenants on Landlord's part to be performed and observed; (ii) defend, indemnify and hold harmless Tenant from and against any and all claims, demands, causes of action, suits, damages, liabilities, and expenses of any nature arising out of or in connection with the enforcement of, or a claimed breach by, Landlord of any covenant, term, condition, or provision of the Restrictive Covenants; and (iii) diligently enforce, at its sole expense, the covenants, agreements, and obligations of the Restrictive Covenants.

(d) Whenever, pursuant to any of the Restrictive Covenants, the consent or approval of Landlord shall be required or requested, and such consent or approval could diminish the rights or increase the obligations of Tenant under the Restrictive Covenants or under this Lease, or could adversely affect Tenant's use or occupancy of the Premises, or the conduct of Tenant's business therein, such consent or approval shall not be granted without the prior consent of Tenant, which consent may be withheld in its sole and absolute discretion.

(e) Landlord shall, immediately upon receipt, forward to Tenant and Tenant's leasehold mortgagee, if any, a copy of any and all notices and/or demands received by Landlord under or pursuant to any of the Restrictive Covenants, which relate to, or could adversely affect, Tenant's use or occupancy of the Premises, the conduct of Tenant's business therein, or Tenant's rights pursuant to this Lease.

(f) Landlord shall not amend or modify (or permit an amendment to or modification of) any of the Restrictive Covenants if such amendment or modification could diminish the rights or increase the obligations of Tenant under the Restrictive Covenants or under this Lease, or could adversely affect Tenant's use or occupancy of the Premises or the conduct of Tenant's business therein, nor shall Landlord terminate any of the Restrictive Covenants.

(g) In the event Landlord defaults in the performance of any of its obligations under any of the Restrictive Covenants or fails to enforce the obligations of any other obligee under any of the Restrictive Covenants, and such default or failure to enforce could adversely affect Tenant's rights under the Restrictive Covenants (or any of them) or under this Lease, Tenant's Work, Tenant's use or occupancy of the Premises or the conduct of Tenant's business therein, Tenant may, but shall not be obligated to, after thirty (30) days notice (except in the event of emergency, in which case no notice shall be required) cure any default by Landlord under the Restrictive Covenants and/or enforce, in its own name, at Landlord's expense, the

obligations of any other obligee under the Restrictive Covenants. Landlord shall, upon demand, reimburse Tenant for the costs incurred by Tenant in performing any of Landlord's obligations under any of the Restrictive Covenants or enforcing the obligations of any obligee under any of the Restrictive Covenants, together with interest thereon at the Default Rate.

(h) As between Landlord and Tenant, in the event of any conflict between the Restrictive Covenants and this Lease, this Lease shall in all respects control.

(i) Landlord represents and warrants that no third-party approvals are required under the Restrictive Covenants.

## ARTICLE XXI

### HOLDING OVER

SECTION 21.01 Holding Over. If Tenant remains in possession of the Premises after the expiration of the Term without having duly exercised its right, if any, to extend or further extend the Term, such continuing possession shall be treated as a tenancy at sufferance on the terms herein specified and such tenancy may be terminated at the end of any month thereafter by either party by giving at least thirty (30) days notice thereof to the other party. During such holdover and provided that Landlord and Tenant are not in good faith negotiations with regard to the renewal or extension of this Lease or the entering into a new lease for premises within the Shopping Center (which in no event shall exceed sixty (60) days), Tenant shall be liable for Annual Minimum Rent on a monthly basis (or, if applicable, on a prorated daily basis) in an amount equal to one hundred twenty five percent (125%) of the amount thereof payable by Tenant for the month immediately preceding the last day of the Term, as well as for all Additional Rent payable by Tenant under this Lease. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the expiration date or sooner termination of this Lease, and no acceptance by Landlord of payments from Tenant after the expiration date or sooner termination of this Lease shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Article XXI. Without limiting the foregoing, Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against all claims, liabilities, actions, losses, damages (excluding indirect and consequential damages) and reasonable expenses (including, without limitation, court costs and reasonable attorneys' fees) incurred by Landlord arising from or by reason of Tenant's retention of possession or holding-over, which obligation shall survive the expiration or termination of this Lease.

## ARTICLE XXII

### NOTICE

SECTION 22.01 Where and How Given. All notices or demands which either party hereto either is required to or may desire to serve upon the other shall be in writing and shall be sufficiently served upon such other party, by (a) mailing a copy thereof by certified or registered mail, postage prepaid, return receipt requested, addressed to the party to whom the notice is directed at the "Notice Address" of such party, or (b) by a reliable overnight courier (such as

Federal Express), all charges prepaid, furnishing a receipt upon delivery, and addressed to the party to whom the notice is addressed at the Notice Address of the part. The Notice Address of each party is:

(a) Landlord's Address for Notice and Payment of Rent:

Arboretum of South Barrington, LLC  
400 Skokie Boulevard  
Suite 405  
Northbrook, Illinois 60062  
Attention: Mr. Michael Jaffe

with a copy to: Arboretum of South Barrington, LLC  
c/o The Jaffe Companies  
400 Skokie Boulevard  
Suite 405  
Northbrook, Illinois 60062  
Attention: Mr. Jonathan Payne

with a copy to: Arboretum of South Barrington, LLC  
c/o RREEF America L.L.C.  
875 North Michigan Avenue  
41<sup>st</sup> Floor  
Chicago, Illinois 60611  
Attention: Mr. Michael Dunigan

with a copy to: Seyfarth Shaw LLP  
131 S. Dearborn Street  
Suite 2400  
Chicago, Illinois 60603  
Attention: Ira Fierstein, Esq.

(b) Tenant: Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President of Real Estate

with a copy to: Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: General Counsel

with a copy to: Hartman, Simons, Spielman & Wood, LLP  
6400 Powers Ferry Road  
Suite 400  
Atlanta, Georgia 30339  
Attention: Debra M. Thompson, Esq.

The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served, as hereinbefore provided, by either party upon the other party.

SECTION 22.02 When Given. Unless otherwise provided for herein, notice shall be deemed to have been served at the earlier of the date received, refused or returned as undeliverable. However, if such notice pertains to the change of address of either of the parties hereto, then such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

## ARTICLE XXIII

### MISCELLANEOUS

SECTION 23.01 Rent Proration. If this Lease is terminated prior to its natural expiration date for any reason other than a Tenant default, then Landlord shall promptly reimburse Tenant for any Rent prepaid by Tenant for periods subsequent to such termination date. This Section 23.01 shall survive the termination of this Lease.

SECTION 23.02 Construction. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. This Lease shall be construed without regard to: (a) the identity of the party who drafted the various provisions hereof, and (b) the addition or deletion of text made during the negotiation of this Lease. Moreover, each and every provision of this Lease shall be construed as though all parties hereto participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable hereto.

SECTION 23.03 Section Headings. The section headings in this Lease are for convenience only and do not in any way limit or simplify the terms and provisions of this Lease, nor should they be used to determine the intent of the parties.

SECTION 23.04 Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 23.05 Waiver. The failure of either party to seek redress for violation of, or to insist upon strict performance of, any term, covenant or condition contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

SECTION 23.06 Governing Law. This Lease shall be governed and construed in accordance with the laws of the State.

SECTION 23.07 Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assign of Landlord and the successors and assigns of Tenant.

SECTION 23.08 No Broker. Landlord and Tenant represent to each other that no broker or person is entitled to any commission by reason of the negotiation and execution of this Lease, other than the Brokers identified in Section 1.01(D), and Landlord agrees that Landlord shall be solely responsible for the fees and commissions of GSRP. GSRP shall be responsible for compensating Metro, pursuant to a separate agreement between GSRP and Metro. Landlord and Tenant agree to indemnify, defend and hold each other harmless against any and all claims by any other person for brokerage commissions or fees arising out of any conversation, negotiations or other dealings held by the other party with any other broker regarding this Lease.

SECTION 23.09 Memorandum of Lease. Landlord and Tenant agree to execute a Memorandum of Lease in recordable form, substantially similar to that attached as Exhibit L, setting forth such provisions hereof as may be required by State law. If so requested by Tenant, Landlord shall execute such Memorandum of Lease simultaneously with the execution of this Lease. Recording costs shall be borne by the party requesting recordation of same. The provisions of this Lease shall control with regard to any omissions from, or provisions which may be in conflict with, the Memorandum of Lease.

SECTION 23.10 Entire Agreement. This instrument contains the entire and only agreement between the parties and no oral statements or representations or written matter not contained in this instrument shall have any force or effect. This Lease shall not be amended or modified in any way except by a writing executed by both parties. All of the exhibits attached to this Lease are incorporated into this Lease by reference and for all purposes are a part of this Lease.

SECTION 23.11 Relationship of Parties. The relationship between the parties hereto is solely that of landlord and tenant and nothing in this Lease shall be construed as creating a partnership or joint venture between the parties hereto, it being the express intent of Landlord and Tenant that the business of Tenant on the Premises and elsewhere, and the good will thereof, shall be and remain the sole property of Tenant.

SECTION 23.12 Force Majeure. If either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, adverse weather conditions which the performing party can demonstrate to the other party's satisfaction exceed climatic norms using thirty (30) year return intervals (it being agreed that rain, snow or other adverse weather condition of typical duration, frequency and amount shall not constitute Force Majeure), acts of terrorism or other reasons of a like nature beyond the reasonable control of the party delayed in performing works or doing acts required under the terms of this Lease (any such delay, hindrance or prevention is referred to as "Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay, except as otherwise specifically provided herein to the contrary. The provisions of this Section 23.12 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with

its obligations under this Lease because of a lack of funds. Except as otherwise specifically provided herein, Force Majeure shall not be applicable to, or in any way affect, reduce or abate the Tenant's obligation under this Lease to timely pay all Rent to be paid by the Tenant pursuant to the terms hereof.

**SECTION 23.13 Limitation of Landlord's Liability.** Except with respect to insurance proceeds or condemnation awards received by Landlord which are required by the terms of this Lease to be applied to the repair or restoration of the Premises or Shopping Center, Tenant shall, on and after the Commencement Date, look only to Landlord's estate and property in the Shopping Center (or the proceeds from the sale, financing or refinancing of all or any portion thereof) and net income derived from the Shopping Center for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord hereunder, and no other property or assets of Landlord, its officers, directors, stockholders, members or partners shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease.

**SECTION 23.14 Limitation of Tenant's Liability.** Landlord, its successors and assigns, shall look solely to the assets, if any, of Tenant and its successors and assigns, for the satisfaction of any claim arising from or under this Lease and shall not seek to impose personal liability on any shareholder, officer, director, member or employee of Tenant or any of its Affiliates.

**SECTION 23.15 Consents.** Except as may be otherwise expressly set forth in this Lease, whenever under this Lease provision is made for either party's securing the consent or approval of the other party, (a) such consent or approval shall be in writing and shall not be unreasonably withheld, delayed or conditioned, and (b) in all matters contained herein, both parties shall have an implied obligation of reasonableness.

**SECTION 23.16 Costs.** Whenever this Lease requires the performance of an act by party, such party shall perform the act at its own cost and expense, unless otherwise expressly provided to the contrary in this Lease.

**SECTION 23.17 Attorneys' Fees.** In any action or proceeding hereunder (whether to enforce the terms and provisions of an indemnity or otherwise), the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable costs and expenses in such action or proceeding, including reasonable attorneys' fees, costs and expenses. Except as otherwise set forth herein, if either party is sued by a third party as a result of a violation of a covenant, representation or warranty herein contained by the other party hereto, then the party who has violated the covenant, representation or warranty shall be responsible for the reasonable costs and expenses in such action or proceeding against the non-violating party, including reasonable attorneys' fees, costs and expenses.

**SECTION 23.18 Survival of Obligations.** The obligation to pay any sums due to either party from the other that by the terms herein would not be payable, or are incapable of calculation, until after the expiration or sooner termination of this Lease shall survive and remain a continuing obligation until paid. All indemnity obligations under this Lease shall survive the expiration or earlier termination of this Lease.

SECTION 23.19 Joint and Several Liability. If either party consists of more than one person, then the persons constituting such party shall be jointly and severally liable hereunder.

SECTION 23.20 Definition of Hereunder, Herein, etc. Unless the context clearly indicates to the contrary, the words "herein," "hereof," "hereunder," "hereafter," and words of similar import refer to this Lease and all of the Exhibits attached hereto as a whole and not to any particular section, subsection, or paragraph hereof.

SECTION 23.21 Tenant's Trade Name. Landlord shall not make use of Tenant's trade name (i.e., "Circuit City"®) in any advertising or marketing material including, without limitation, on any internet website, without obtaining Tenant's prior written approval, which may be withheld in Tenant's sole and absolute discretion. Notwithstanding the foregoing, Landlord may use Tenant's trade name on Landlord's website and in informational brochures, but only for the purposes of identifying Tenant as a tenant of the Shopping Center.

SECTION 23.22 Counterparts. This instrument may be executed in several counterparts, each of which shall be deemed an original. The signatures to this instrument may be executed and notarized on separate pages, and when attached to this instrument, shall constitute one complete document.

SECTION 23.23 Landlord's Entry. Landlord (or its agents) shall have the right to enter the Premises for the purpose of inspecting the same, or for the purpose of doing anything that may be required under this Lease, or for the purpose of performing any repairs or maintenance required to be performed by Landlord or for the purpose of showing the Premises to prospective lenders or purchasers or, during the last six (6) months of the Lease Term, tenants (provided, however, that in no event shall Landlord post any "For Lease", "Space Available" or similar signs on the Premises nor shall any entry to show the Premises to prospective lenders, purchasers or tenants occur more than once a week); provided, however, in no event shall Landlord's entry onto the Premises be made without reasonable advance notice to Tenant or unreasonably interfere with the conduct of Tenant's business on the Premises unless Landlord reasonably believes that an emergency exists or there is a likelihood of damage to property, or injury to persons, in which event Landlord may enter the Premises at any time.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly  
executed and delivered in their respective names as of the date first above written.

LANDLORD:

ARBORETUM OF SOUTH BARRINGTON, LLC,  
a Delaware limited liability company

By: RREEF America L.L.C., a Delaware  
limited liability company, Manager

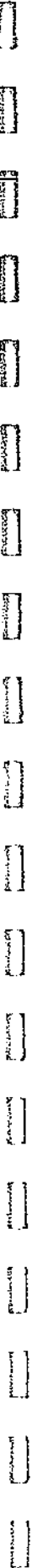
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

CIRCUIT CITY STORES, INC., a Virginia  
corporation

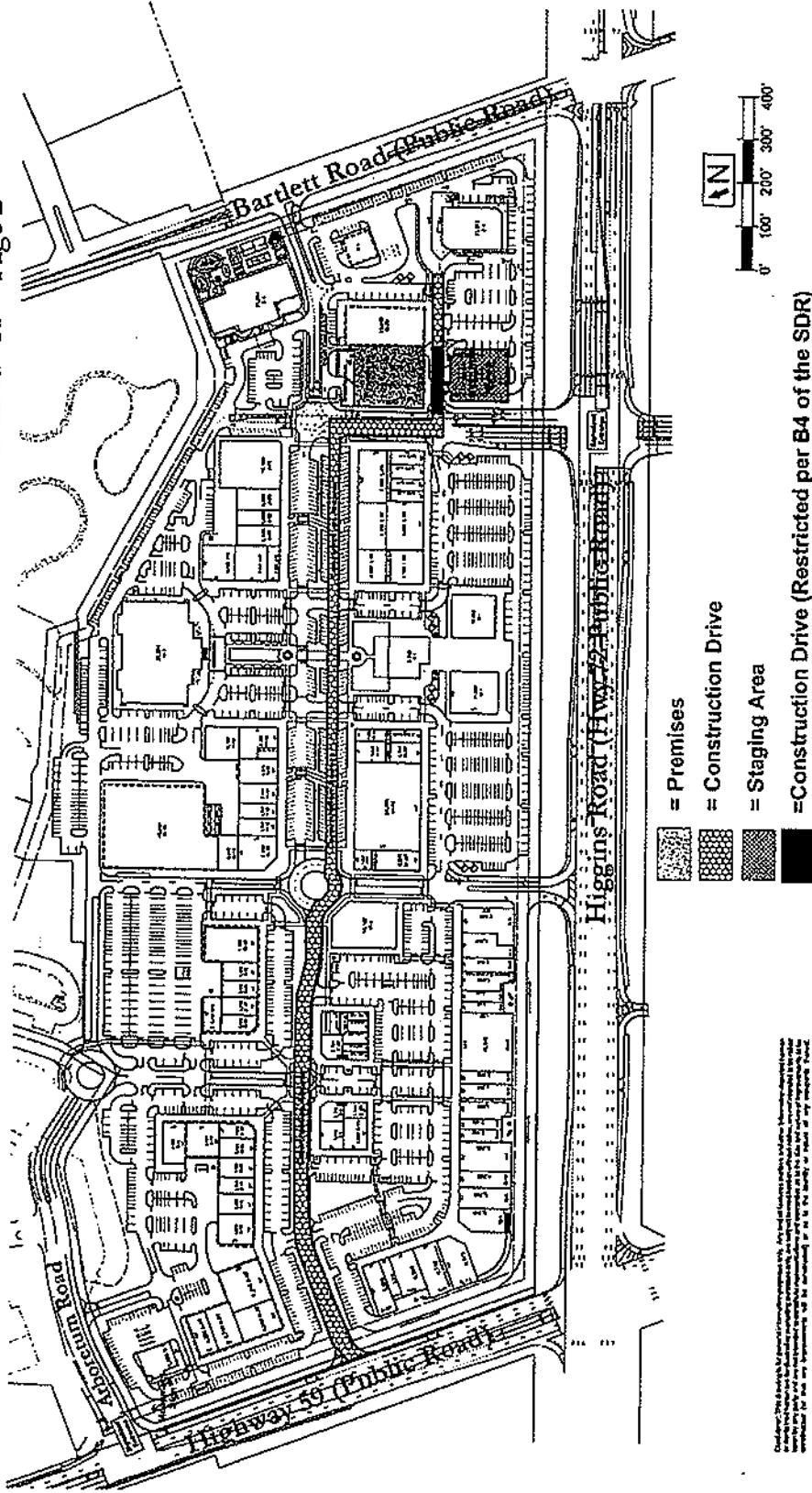
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Joan B. Mitleady  
Vice President  
Real Estate & Construction





# A The Arboretum OF SOUTH BARRINGTON

EXHIBIT A - Page 2



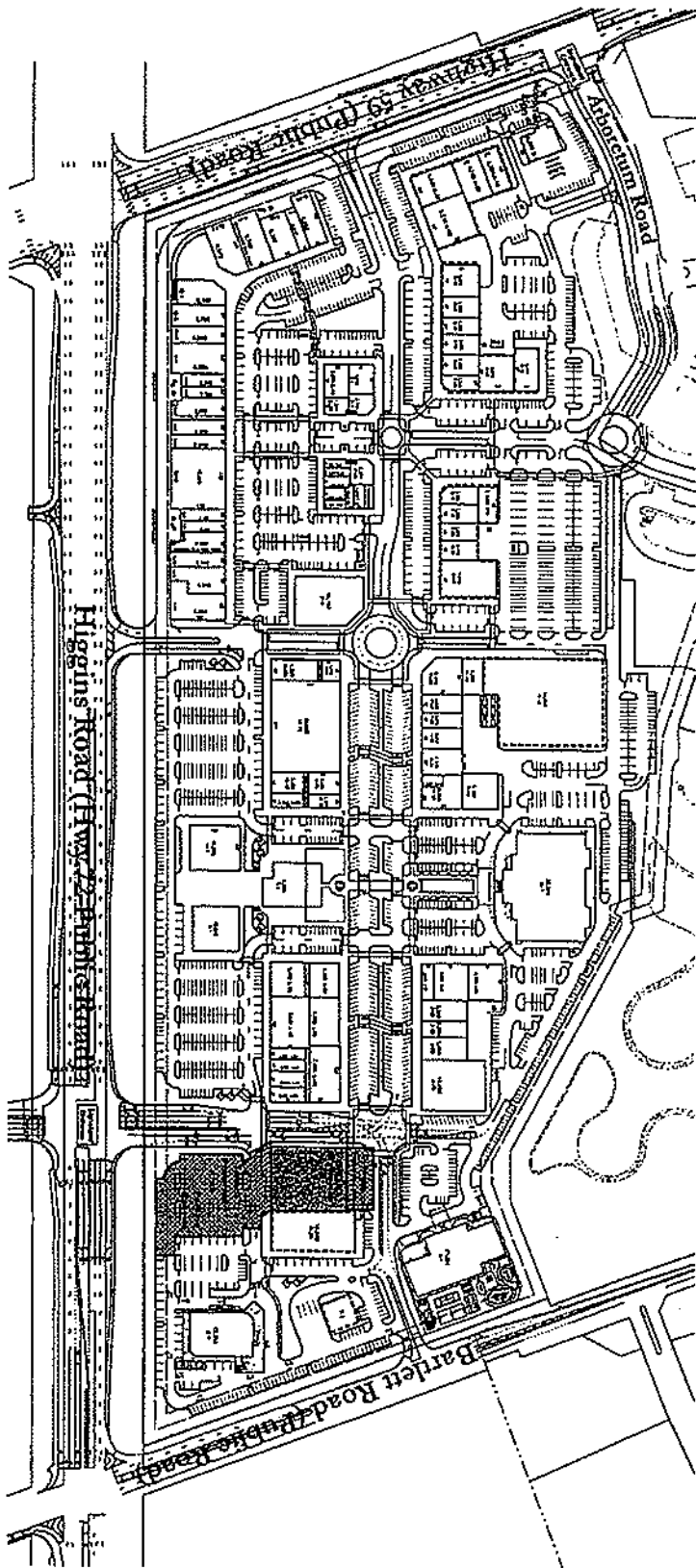
Disclaimer: This drawing is prepared for the use of the client and is not to be used for any other purpose. The client is responsible for the accuracy of the information provided. The drawing is not to be used for any other purpose. The client is responsible for the accuracy of the information provided.

Circuit City #3803 SOUTH BARRINGTON, ILLINOIS

# A The Arboretum

OF SOUTH BARRINGTON

EXHIBIT A - Page 3



Notwithstanding to whom the same may be sold, the property shall remain subject to the same conditions and restrictions as are herein set forth, and the same shall be binding on all successors in title to the property.

■ = Tenant Preferred Area  
▨ = Premises



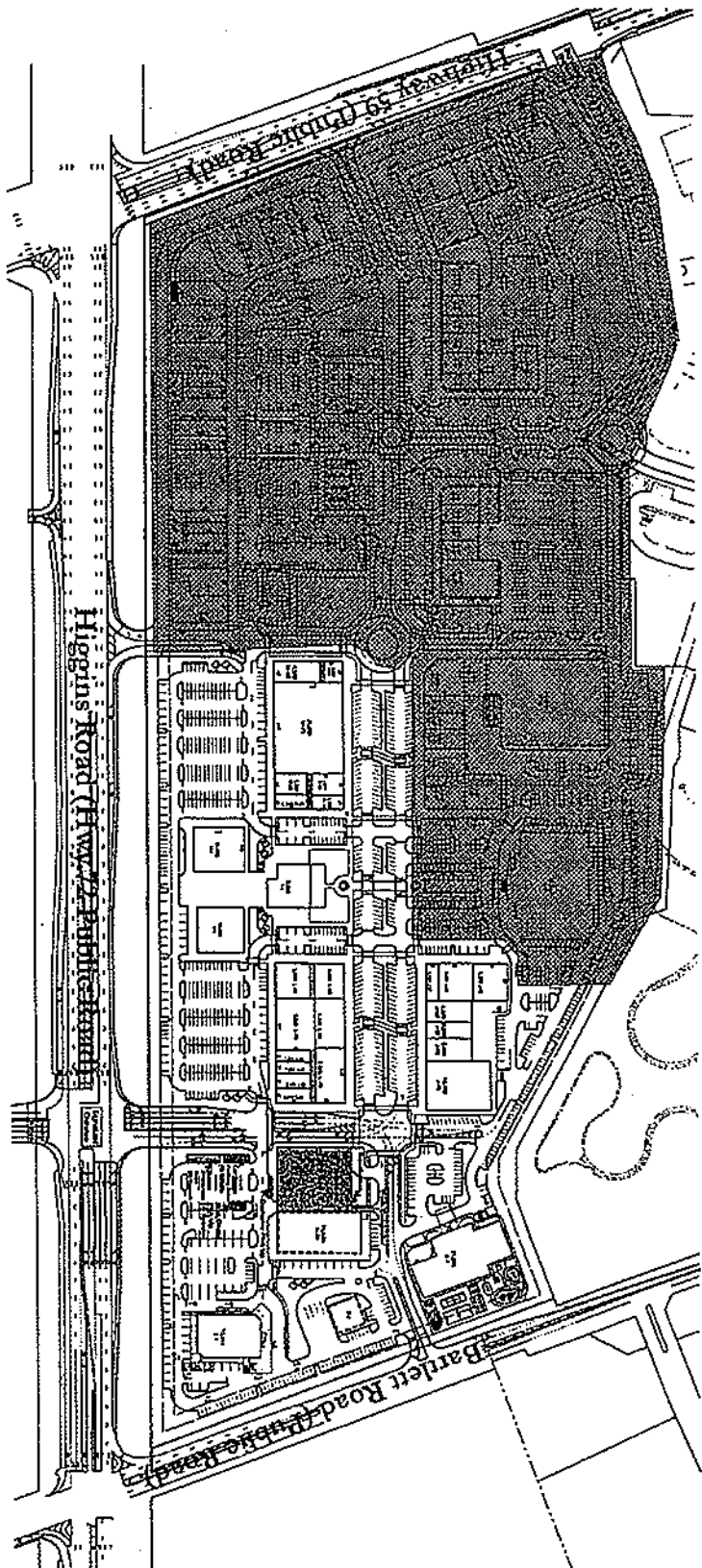
## EXHIBIT A - Page 4



Circuit City #3803 SOUTH BARRINGTON, ILLINOIS

# A The Arboretum OF SOUTH BARRINGTON

EXHIBIT A - Page 5



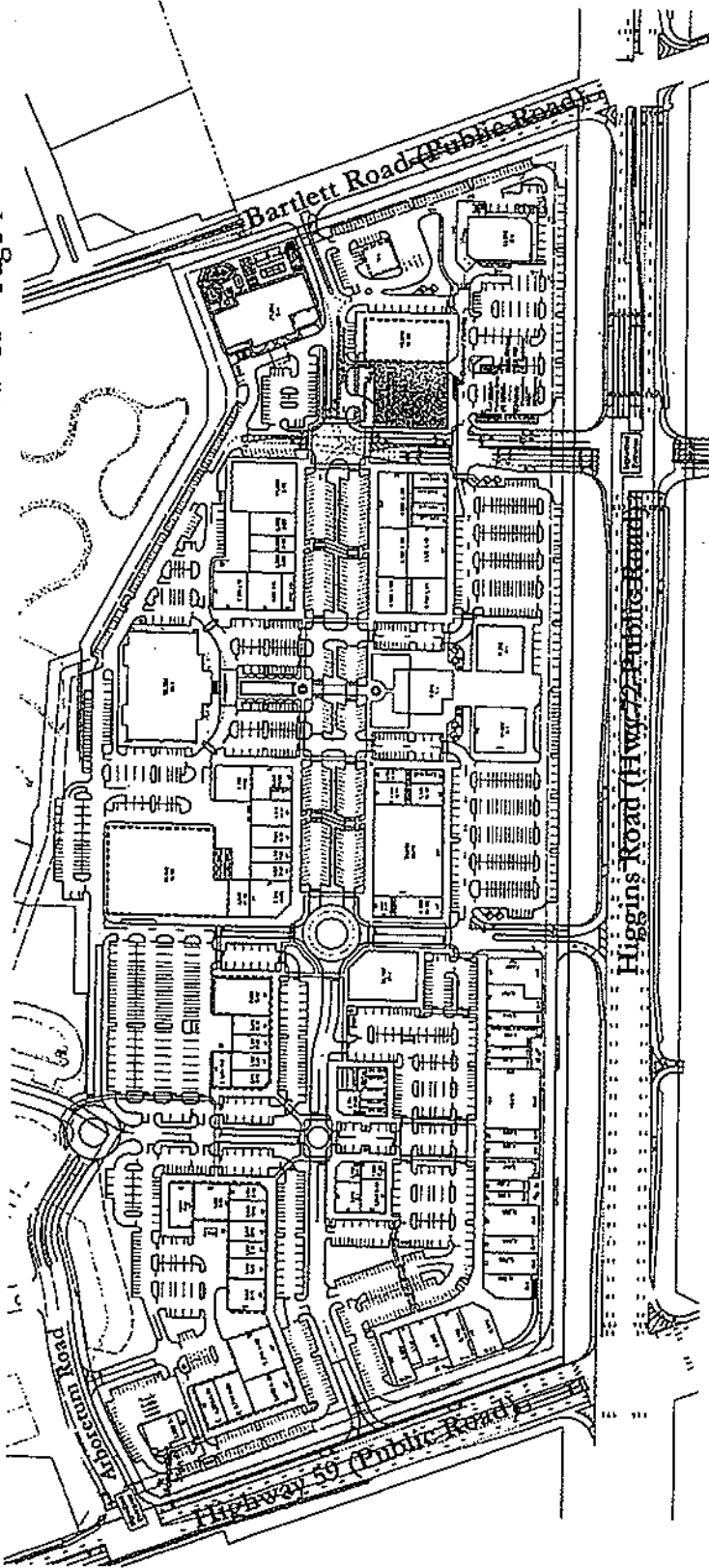
=Western Center



Circuit City #3903 SOUTH BARRINGTON, ILLINOIS

# A The Arboretum OF SOUTH BARRINGTON

EXHIBIT A - Page 1



Disclaimer: The drawings are prepared for the use of the client and are not to be used for any other purpose. The drawings are not to be used for any other purpose. The drawings are not to be used for any other purpose. The drawings are not to be used for any other purpose.

Circuit City #3803 SOUTH BARRINGTON, ILLINOIS



**EXHIBIT B**

Legal Description of the Shopping Center

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, A DISTANCE OF 780.49 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 72 (HIGGINS ROAD) AS MONUMENTED AND OCCUPIED; THENCE NORTH 69 DEGREES 18 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2766.41 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 11194096; THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59, A DISTANCE OF 1096.63 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 80.49 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 72.08 FEET AND A BEARING OF SOUTH 46 DEGREES 18 MINUTES 23 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 467.00 FEET AN ARC DISTANCE OF 68.92 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 68.86 FEET AND A BEARING OF NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 798.00 FEET AN ARC DISTANCE OF 365.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 361.98 FEET AND A BEARING OF SOUTH 87 DEGREES 46 MINUTES 18 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 552.00 FEET AN ARC DISTANCE OF 125.61 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 125.34 FEET AND A BEARING OF SOUTH 81 DEGREES 10 MINUTES 53 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 198.00 FEET AN ARC DISTANCE OF 66.38 FEET TO A POINT OF REVERSE CURVATURE, THE

CHORD OF SAID ARC HAVING A LENGTH OF 66.07 FEET AND A BEARING OF SOUTH 78 DEGREES 05 MINUTES 46 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 30.00 FEET AN ARC DISTANCE OF 35.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 33.18 FEET AND A BEARING OF NORTH 77 DEGREES 55 MINUTES 47 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 196.00 FEET AN ARC DISTANCE OF 39.98 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.91 FEET AND A BEARING OF NORTH 50 DEGREES 11 MINUTES 41 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 232.00 FEET AN ARC DISTANCE OF 125.75 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 124.21 FEET AND A

B-1



BEARING OF NORTH 40 DEGREES 30 MINUTES 36 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 754.00 FEET AN ARC DISTANCE OF 60.64 FEET TO A POINT OF NON-TANGENCY HEREINAFTER REFERRED TO AS POINT "A", THE CHORD OF SAID ARC HAVING A LENGTH OF 60.62 FEET AND A BEARING OF NORTH 22 DEGREES 40 MINUTES 42 SECONDS EAST; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST ALONG A LINE HEREINAFTER REFERRED TO AS LINE "A", A DISTANCE OF 287.96 FEET; THENCE SOUTH 37 DEGREES 31 MINUTES 37 SECONDS WEST, 211.19 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET AN ARC DISTANCE OF 43.15 FEET TO A POINT ON A NON-TANGENT CURVE, THE CHORD OF SAID ARC HAVING A LENGTH OF 43.08 FEET AND A BEARING OF SOUTH 42 DEGREES 49 MINUTES 55 SECONDS WEST; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 90.00 FEET AN ARC DISTANCE OF 40.31 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.98 FEET AND A BEARING OF SOUTH 04 DEGREES 39 MINUTES 01 SECOND EAST; THENCE SOUTH 69 DEGREES 18 MINUTES 19 SECONDS EAST, 220.11 FEET; THENCE NORTH 20 DEGREES 41 MINUTES 41 SECONDS EAST, 27.00 FEET; THENCE SOUTH 69 DEGREES 18 MINUTES 19 SECONDS EAST, 191.54 FEET; THENCE NORTH 20 DEGREES 41 MINUTES 41 SECONDS EAST, 105.23 FEET; THENCE NORTH 38 DEGREES 37 MINUTES 44 SECONDS EAST, 30.67 FEET TO THE SOUTHEASTERLY EXTENSION OF AFORESAID LINE "A"; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST ALONG THE SOUTHEASTERLY EXTENSION OF SAID LINE "A", 128.74 FEET TO A POINT ON SAID SOUTHEASTERLY EXTENSION OF LINE "A" THAT IS 795.95 FEET SOUTHEASTERLY OF, MEASURED ALONG SAID LINE "A" AND ITS' SOUTHEASTERLY EXTENSION, AFORESAID POINT "A"; THENCE NORTH 38 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 83.15 FEET TO THE WEST LINE OF THE EAST 16.35 CHAINS OF THE AFORESAID NORTHEAST QUARTER OF SECTION 33; THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 476.54 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 455.10 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 422.20 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 05 SECONDS EAST, A DISTANCE OF 141.12 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 524.01 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 916.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT C**

Site Design Requirements

[See Attached]

C-1

CH3 1111236.2 / 39769-000031  
889821-8 11028.0008000

## Site Design Requirements

## Reverse Build to Suit Deals

Circuit City Stores, Inc. South Barrington, IL

Store #3803

7/18/2007

These Site Design Requirements (SDR's) are attached to and made part of the Lease Agreement. These SDR's are intended to allocate responsibility between Landlord and Circuit City for the work needed to prepare the Premises for Circuit City's occupancy. Terms with Capital letters which are defined in the Lease Agreement and used in the SDR's shall have the same meaning.

### 1. Landlord's Work

Landlord shall be responsible for all work as described in Section 1, "Landlord's Work". Landlord's Work shall be performed in a good and workmanlike manner. Landlord's engineers, surveyors, architects, consultants and contractors shall be bondable, all licensed in the state where the shopping center is located, and of good reputation. Landlord's Work shall be performed at Landlord's sole cost and expense, and in accordance with all applicable laws and regulations, these SDR's, the Construction Schedule (Attachment 2), and the Civil Plans (Attachment 7).

In the event that any portion of the Landlord's Work requires minor adjustments in order to satisfy the requirements of these SDR's, Circuit City may direct its contractor to make such minor adjustments, the total cost of which shall be reimbursed by Landlord to Circuit City upon demand in a sum not to exceed Five Thousand and no/100 Dollars (\$5,000.00).

**A. Site Delivery Work** -- All of the Landlord's Work described in one (1) through twelve (12) below is referred to collectively as the "Site Delivery Work". Upon completion of the Site Delivery Work, Landlord shall deliver to Circuit City the "Site Work Certificate" (Attachment 3), at which time "Delivery of Land" as described in the Lease shall be deemed to have occurred. If any portion of the Site Delivery Work has not been completed to Circuit City's satisfaction, Circuit City shall promptly notify Landlord, and Landlord shall be obligated to correct any incomplete or unacceptable work as a condition precedent to Delivery of the Land.

1. Provide the Geotechnical Reports and Geotechnical Reliance Letter (Attachment 8)
2. Provide the Environmental Reports and Environmental Reliance Letter (Attachment 9)
3. Cause the proposed development of the Shopping Center and its Civil Plans to comply with the Geotechnical Report and with the Circuit City Specifications (Attachment 1)
4. Cause the land upon which the Circuit City building will be constructed (which includes the areas occupied by the Building, loading dock well, trash compactor, and sidewalks) to be free and clear of all obstructions, foundations, rock, footings, utilities, easements, improvements, and tenancies. Any rock removal performed by the Landlord must be completed as described in the Circuit City Specifications. The Circuit City Specifications shall take precedent over the Geotechnical Report with regards to rock removal.
5. Cause the land on which the Shopping Center is situated, including the Building Pad, to be delivered free of all Hazardous Materials.
6. Cause the land on which the Shopping Center is situated, including the Building Pad, to be graded in accordance with the Geotechnical Report, the Civil Plans, and the Circuit City Specifications.
7. Complete the Building Pad in accordance with the Geotechnical Report, the Civil Plans, and the Circuit City Specifications. If there are discrepancies between the Circuit City Specifications and the Geotechnical Report or Civil Plans, the Circuit City Specifications shall take precedent. The term "Building Pad" shall mean the footprint of the Circuit City Building plus a minimum of fifteen (15) feet beyond such footprint (except when the fifteen feet falls within the building pad of an adjacent tenant), and the areas occupied by the loading dock well, trash compactor, and sidewalks.
8. Obtain governmental approvals necessary to complete all on-site and off-site work shown on the Civil Plans, including all approvals (except those from the Architectural Control Committee for elevations and signage), which must be obtained as a condition to issuance of Circuit City's building permit.

# EXHIBIT B



VIA: UPS NEXT DAY AIR

October 27, 2008

Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233  
Attn: Vice President of Real Estate

Re: Lease dated September 7, 2007, for the 20,509 square foot designated K-1 premises within the shopping center located at 100 W. Higgins Road, South Barrington, Illinois and commonly known at The Arboretum of South Barrington and as more fully described in the Lease (the "Premises").  
**Additional Rent**

To whom it may concern:

In accordance with the provisions of your lease, along with your monthly base rent, you are responsible for your pro-rata share of real-estate taxes, insurance and common area maintenance. Pursuant to Section 5.04 Tenant's obligation to pay Additional Rent shall begin on the Rent Commencement Date. As such, for purposes of the lease the Commencement Date for Additional Rent shall be September 26, 2008.

This letter serves as notification to Tenant's estimates for 2008 CAM, Taxes and insurance. The Additional Rent charge for the month of September is \$3,489.38.

	Rate	Monthly Payment
CAM	\$ 3.50	\$ 996.97
Insurance	\$ 0.25	\$ 71.21
R.E. Tax	\$ 8.50	\$ 2,421.20
Total		\$ 3,489.38
Amount Due: 9/26/08 - 9/30/08:		\$ 3,489.38

Amount past due for October 1, 2008

	Rate	Monthly Payment
CAM	\$ 3.50	\$ 5,981.79
Insurance	\$ 0.25	\$ 427.27
R.E. Tax	\$ 8.50	\$ 14,527.21
Total Due: October 2008		\$ 20,936.27



Please reference the following schedule for monthly payments. The Additional Rent charge of \$20,936.27 should be included in your fix rent until further notice.

	Rate	Monthly Payment
Rent	\$ 19.00	\$ 32,472.58
CAM	\$ 3.50	\$ 5,981.79
Insurance	\$ 0.25	\$ 427.27
R.E. Tax	\$ 8.50	\$ 14,527.21
TOTAL		\$ 53,408.85

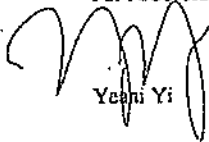
To date you owe us \$24,425.65 representing your additional charges for September 26, 2008 to October 31, 2008. Please remit as soon as receipt of this letter.

All rent checks should be payable to Arboretum of South Barrington, LLC and send to the following address:

Bank of America, N.A. Lockbox #14923  
CalSMART  
14923 Collections Center Drive  
Chicago, IL 60693  
Account No. 488005760624  
ABA# (wires) 026009593  
(ACH) 111000025

If you have any question or concerns, feel free to contact me.

Sincerely,  
For Arboretum of South Barrington, LLC



Yeann Yi

cc: General Counsel, Circuit City  
Raymond Elvey, Arboretum of South Barrington (Via Email)  
Jonathan Payne, Arboretum of South Barrington (Via Email)  
Lily Pardinas, RREEF (Via Email)

# EXHIBIT C

The Arboretum  
of South Barrington

Circuit City - Overdue Rent Schedule

Date	Amounts Owed	Amount Owed (Including Interest)	Interest Rate	Interest Amount
9/26/2008	\$8,901.48	\$8,901.48	8.50%	\$2.10
9/27/2008	\$0.00	\$8,903.58	8.50%	\$2.10
9/28/2008	\$0.00	\$8,905.68	8.50%	\$2.10
9/29/2008	\$0.00	\$8,907.79	8.50%	\$2.10
9/30/2008	\$0.00	\$8,909.89	8.50%	\$2.10
10/1/2008	\$53,408.85	\$62,320.84	8.50%	\$14.71
10/2/2008	\$0.00	\$62,335.56	8.50%	\$14.72
10/3/2008	\$0.00	\$62,350.28	8.50%	\$14.72
10/4/2008	\$0.00	\$62,365.00	8.50%	\$14.73
10/5/2008	\$0.00	\$62,379.72	8.50%	\$14.73
10/6/2008	\$0.00	\$62,394.45	8.50%	\$14.73
10/7/2008	\$0.00	\$62,409.18	8.50%	\$14.74
10/8/2008	\$0.00	\$62,423.92	8.50%	\$14.74
10/9/2008	\$0.00	\$62,438.66	8.50%	\$14.74
10/10/2008	\$0.00	\$62,453.40	8.50%	\$14.75
10/11/2008	\$0.00	\$62,468.15	8.50%	\$14.75
10/12/2008	\$0.00	\$62,482.90	8.50%	\$14.75
10/13/2008	\$0.00	\$62,497.65	8.50%	\$14.76
10/14/2008	\$0.00	\$62,512.41	8.50%	\$14.76
10/15/2008	\$0.00	\$62,527.17	8.50%	\$14.76
10/16/2008	\$0.00	\$62,541.93	8.50%	\$14.77
10/17/2008	\$0.00	\$62,556.70	8.50%	\$14.77
10/18/2008	\$0.00	\$62,571.47	8.50%	\$14.77
10/19/2008	\$0.00	\$62,586.24	8.50%	\$14.78
10/20/2008	\$0.00	\$62,601.02	8.50%	\$14.78
10/21/2008	\$0.00	\$62,615.80	8.50%	\$14.78
10/22/2008	\$0.00	\$62,630.58	8.50%	\$14.79
10/23/2008	\$0.00	\$62,645.37	8.50%	\$14.79
10/24/2008	\$0.00	\$62,660.16	8.50%	\$14.79
10/25/2008	\$0.00	\$62,674.96	8.50%	\$14.80
10/26/2008	\$0.00	\$62,689.75	8.50%	\$14.80
10/27/2008	\$0.00	\$62,704.55	8.50%	\$14.81
10/28/2008	\$0.00	\$62,719.36	8.50%	\$14.81
10/29/2008	\$0.00	\$62,734.17	8.00%	\$13.94
10/30/2008	\$0.00	\$62,748.11	8.00%	\$13.94
10/31/2008	\$0.00	\$62,762.05	8.00%	\$13.95
11/1/2008	\$53,408.85	\$116,184.85	8.00%	\$25.82
11/2/2008	\$0.00	\$116,210.67	8.00%	\$25.82
11/3/2008	\$0.00	\$116,236.50	8.00%	\$25.83
11/4/2008	\$0.00	\$116,262.33	8.00%	\$25.84
11/5/2008	\$0.00	\$116,288.16	8.00%	\$25.84
11/6/2008	\$0.00	\$116,314.00	8.00%	\$25.85
11/7/2008	\$0.00	\$116,339.85	8.00%	\$25.85
11/8/2008	\$0.00	\$116,365.70	8.00%	\$25.86
11/9/2008	\$0.00	\$116,391.56	8.00%	\$25.86
11/10/2008	\$0.00	\$116,417.43	8.00%	\$25.87
11/11/2008	\$0.00	\$116,443.30	8.00%	\$25.88
11/12/2008	\$0.00	\$116,469.17	8.00%	\$25.88
11/13/2008	\$0.00	\$116,495.05	8.00%	\$25.89
11/14/2008	\$0.00	\$116,520.94	8.00%	\$25.89
11/15/2008	\$0.00	\$116,546.84	8.00%	\$25.90
11/16/2008	\$0.00	\$116,572.74	8.00%	\$25.91
11/17/2008	\$0.00	\$116,598.64	8.00%	\$25.91
11/18/2008	\$0.00	\$116,624.55	8.00%	\$25.92



The Arboretum  
of South Barrington

Circuit City - Overdue Rent Schedule

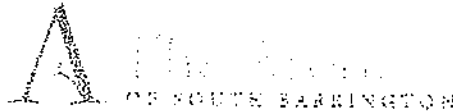
Date	Amounts Owed	Amount Owed (Including Interest)	Interest Rate	Interest Amount
11/19/2008	\$0.00	\$116,650.47	8.00%	\$25.92
11/20/2008	\$0.00	\$116,676.39	8.00%	\$25.93
11/21/2008	\$0.00	\$116,702.32	8.00%	\$25.93
11/22/2008	\$0.00	\$116,728.25	8.00%	\$25.94
11/23/2008	\$0.00	\$116,754.19	8.00%	\$25.95
11/24/2008	\$0.00	\$116,780.14	8.00%	\$25.95
11/25/2008	\$0.00	\$116,806.09	8.00%	\$25.96
11/26/2008	\$0.00	\$116,832.05	8.00%	\$25.96
11/27/2008	\$0.00	\$116,858.01	8.00%	\$25.97
11/28/2008	\$0.00	\$116,883.98	8.00%	\$25.97
11/29/2008	\$0.00	\$116,909.95	8.00%	\$25.98
11/30/2008	\$0.00	\$116,935.93	8.00%	\$25.99
12/1/2008	\$53,408.85	\$170,370.77	8.00%	\$37.86
12/2/2008	\$0.00	\$170,408.63	8.00%	\$37.87
12/3/2008	\$0.00	\$170,446.50	8.00%	\$37.88
12/4/2008	\$0.00	\$170,484.37	8.00%	\$37.89
12/5/2008	\$0.00	\$170,522.26	8.00%	\$37.89
12/6/2008	\$0.00	\$170,560.15	8.00%	\$37.90
12/7/2008	\$0.00	\$170,598.06	8.00%	\$37.91
12/8/2008	\$0.00	\$170,635.97	8.00%	\$37.92
12/9/2008	\$0.00	\$170,673.89	8.00%	\$37.93
12/10/2008	\$0.00	\$170,711.81	8.00%	\$37.94
12/11/2008	\$0.00	\$170,749.75	8.00%	\$37.94
12/12/2008	\$0.00	\$170,787.69	8.00%	\$37.95
12/13/2008	\$0.00	\$170,825.65	8.00%	\$37.96
12/14/2008	\$0.00	\$170,863.61	8.00%	\$37.97
12/15/2008	\$0.00	\$170,901.58	8.00%	\$37.98
12/16/2008	\$0.00	\$170,939.56	8.00%	\$37.99
12/17/2008	\$0.00	\$170,977.54	8.00%	\$38.00
12/18/2008	\$0.00	\$171,015.54	8.00%	\$38.00
12/19/2008	\$0.00	\$171,053.54	8.00%	\$38.01
12/20/2008	\$0.00	\$171,091.55	8.00%	\$38.02
12/21/2008	\$0.00	\$171,129.57	8.00%	\$38.03
12/22/2008	\$0.00	\$171,167.60	8.00%	\$38.04
12/23/2008	\$0.00	\$171,205.64	8.00%	\$38.05
12/24/2008	\$0.00	\$171,243.68	8.00%	\$38.05
12/25/2008	\$0.00	\$171,281.74	8.00%	\$38.06
12/26/2008	\$0.00	\$171,319.80	8.00%	\$38.07
12/27/2008	\$0.00	\$171,357.87	8.00%	\$38.08
12/28/2008	\$0.00	\$171,395.95	8.00%	\$38.09
12/29/2008	\$0.00	\$171,434.04	8.00%	\$38.10
12/30/2008	\$0.00	\$171,472.14	8.00%	\$38.10
12/31/2008	\$0.00	\$171,510.24	8.00%	\$38.11

\$169,128.03 Total Rent Due on December 31st, 2008

\$2,382.21 Total Interest Due on December 31st, 2008

\$171,510.24 Total Due on December 31st, 2008

# EXHIBIT D



VIA: UPS NEXT DAY AIR

December 10, 2008

Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233  
Attn: Vice President of Real Estate

Re: Lease dated September 7, 2007 for the 20,940 square foot designated K-1 premises within the shopping center located at 100 W. Higgins Road, South Barrington, Illinois and commonly known as The Arboretum of South Barrington and as more fully described in the Lease (the Premises).

To Whom It May Concern:

The purpose of this letter is to give written notice to Tenant that Landlord has received the following notices:

1. Mechanic's Lien: Notice and Claim
2. Sub-Contractor's Notice of Claim of Lien
3. Original Contractor's Claim for Lien
4. Sub-Contractor Notice and Claim for Lien

These notices have been filed by Northern Glass, Inc., T-Manning Concrete, Inc., International Contractors, Inc. and North American Roofing Services, Inc. A copy of the notices is attached to this letter.

By sending this notice, Landlord is merely giving notice of further default by Tenant and the existence of additional claims, and by setting forth the above facts, Landlord is not attempting to collect a prepetition debt from Tenant or to do any act prohibited by 11 U.S.C. § 362(a). Landlord also reserves all of its rights with respect to Tenant, including its right to file a proof of claim in Tenant's bankruptcy proceeding.

Please call if you have any questions.

Kindest regards,

The Arboretum of South Barrington

100 W. Higgins Road, South Barrington, IL 60015-1000  
Tel: 847.381.1200 Fax: 847.381.1201

[www.arboretumofsb.com](http://www.arboretumofsb.com)

Enclosure (4)



Real Estate Infrastructure Private Equity Hedge Funds

RREEF  
875 N. Michigan Avenue, 41<sup>st</sup> Floor  
Chicago, Illinois 60611-1901  
T 312-266-9300  
F 312-266-9346  
[www.rreef.com](http://www.rreef.com)

## Memo

[Kim.Band@RREEF.com](mailto:Kim.Band@RREEF.com)  
312-278-6511 (direct)

To Charlotte Sweetland  
CC Barry Braitman, Vern Ostrow, Ross Berry  
From Kim Band  
Date December 3, 2008  
Subject Mechanic's Lien Notice; CalSmart; Arboretum of South Barrington, 100 W. Higgins Road, Suite K-1, South Barrington, IL; *Northern Glass, Inc. v Arboretum of South Barrington, LLC*

Please find the following attached to this cover memo:

1. Mechanic's Lien: Notice and Claim

Plaintiff alleges that on May 21, 2008, the tenant's contractor, International Contractors, Inc., entered into a subcontract with Claimant to provide all labor, materials and equipment for all glass and glazing work for certain windows and door openings. Claimant further alleges that on or about September 22, 2008, all work required by the contract had been completed by Claimant. Claimant alleges that the amount of \$3,950.94 remains unpaid and owing to the claimant.

If you have any questions or need assistance in handling this matter, please contact Barry Braitman.

MECHANICS' LIEN:  
NOTICE AND CLAIM

STATE OF ILLINOIS :  
 : SS.  
COUNTY OF COOK :

NORTHERN GLASS, INC.

Claimant,

ADMINISTRATIVE OF SOUTH BARRINGTON, LLC  
EMERGENCY ALL CIRCUIT CITY STORES, INC.  
INTERNATIONAL CONTRACTORS, INC.  
(UNKNOWN OWNERS and MONUMENTED)  
CLAIMANTS,

Defendants.

The Claimant, NORTHERN GLASS, INC., an Illinois corporation, of Elk Grove Village, Cook County, Illinois, (Herein Plaintiff and Claim for Lien against INTERNATIONAL CONTRACTORS, INC. ("Contractor") of DuPage County, Illinois, ADMINISTRATIVE OF SOUTH BARRINGTON, LLC (hereinafter referred to as "Owner"), EMERGENCY ALL ("Landlord"), and CIRCUIT CITY STORES, INC. ("Lessors") and any persons claiming to be interested in the real estate herein, and states:

On May 31, 2000, the Owner owned the following described land in Cook County, Illinois, to wit:

100 West Higgins Road, Suite K-1, South Barrington, Illinois 60010:

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER  
OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE  
NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;  
THENCE SOUTH 60 DEGREES 02 MINUTES 15 SECONDS WEST ALONG THE EAST  
LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, A DISTANCE OF 760.49  
FEET TO THE NORTH RIGHT OF WAY OF ILLINOIS ROUTE NO. 71 (HIGGINS  
ROAD) AS MONUMENTED AND OCCUPYING THEREON NORTH 64 DEGREES  
18 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE  
A DISTANCE OF 2766.41 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE  
OF ILLINOIS ROUTE NO. 59 ACCORDING TO THE PLAT THEREOF RECORDED  
AS DOCUMENT NO. 11194086; THENCE NORTH 00 DEGREES 11 MINUTES 17  
SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS  
ROUTE NO. 59, A DISTANCE OF 1096.63 FEET TO A POINT ON A NON-TANGENT  
CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE  
NORTHEAST HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 80.49  
FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC  
HAVING A LENGTH OF 72.68 FEET AND A BEARING OF SOUTH 46 DEGREES  
18 MINUTES 23 SECONDS EAST; THENCE EASTERLY ALONG A CURVE

CONCAVE TO THE NORTH HAVING A RADIUS OF 467.30 FEET AN ARC DISTANCE OF 68.92 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 68.86 FEET AND A BEARING OF NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 793.00 FEET AN ARC DISTANCE OF 365.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 361.98 FEET AND A BEARING OF SOUTH 87 DEGREES 46 MINUTES 18 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 552.00 FEET AN ARC DISTANCE OF 125.61 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 123.34 FEET AND A BEARING OF SOUTH 81 DEGREES 10 MINUTES 53 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 193.00 FEET AN ARC DISTANCE OF 46.34 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 66.07 FEET AND BEARING OF SOUTH 78 DEGREES 05 MINUTES 46 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 30.00 FEET AN ARC DISTANCE OF 35.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 32.18 FEET AND A BEARING OF NORTH 77 DEGREES 55 MINUTES 47 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 196.00 FEET AN ARC DISTANCE OF 39.92 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.91 FEET AND A BEARING OF NORTH 50 DEGREES 11 MINUTES 41 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 232.00 FEET AN ARC DISTANCE OF 125.75 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 124.21 FEET AND A BEARING OF NORTH 40 DEGREES 30 MINUTES 36 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 704.00 FEET AN ARC DISTANCE OF 60.64 FEET TO A POINT OF NON-TANGENCY HEREINAFTER REFERRED TO AS POINT "A" THE CHORD OF SAID ARC HAVING A LENGTH OF 60.62 FEET AND A BEARING OF NORTH 22 DEGREES 40 MINUTES 42 SECONDS EAST; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST ALONG A LINE HEREINAFTER REFERRED TO AS LINE "A", A DISTANCE OF 287.96 FEET; THENCE SOUTH 37 DEGREES 31 MINUTES 37 SECONDS WEST, 211.19 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET AN ARC DISTANCE OF 43.15 FEET TO A POINT ON A NON-TANGENT CURVE, THE CHORD OF SAID ARC HAVING A LENGTH OF 43.08 FEET AND A BEARING OF SOUTH 42 DEGREES 49 MINUTES 55 SECONDS WEST; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 90.00 FEET AN ARC DISTANCE OF 40.31 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.98 FEET AND BEARING OF SOUTH 04 DEGREES 39 MINUTES 01 SECOND EAST; THENCE SOUTH 69 DEGREES 18 MINUTES 14 SECONDS EAST, 220.11 FEET; THENCE NORTH 20 DEGREES 41 MINUTES 41 SECONDS EAST.

27.88 FEET; THENCE SOUTH 69 DEGREES 18 MINUTES 19 SECONDS EAST,  
101.54 FEET; THENCE NORTH 20 DEGREES 41 MINUTES 41 SECONDS EAST,  
183.23 FEET; THENCE NORTH 38 DEGREES 37 MINUTES 46 SECONDS EAST,  
30.87 FEET TO THE SOUTHEASTERLY EXTENSION OF AFORESAID LINE "A";  
THENCE SOUTH 71 DEGREES 22 MINUTES 16 SECONDS EAST ALONG THE  
SOUTHEASTERLY EXTENSION OF SAID LINE "A", 128.74 FEET TO A POINT ON  
SAID SOUTHEASTERLY EXTENSION OF LINE "A" THAT IS 795.95 FEET  
SOUTHEASTERLY OF, MEASURED ALONG SAID LINE "A" AND ITS  
SOUTHEASTERLY EXTENSION, AFORESAID POINT "A"; THENCE NORTH 38  
DEGREES 37 MINUTES 46 SECONDS EAST, A DISTANCE OF 33.15 FEET TO THE  
WEST LINE OF THE EAST 16 35 CHAINS OF THE AFORESAID NORTHEAST  
QUARTER OF SECTION 33; THENCE NORTH 60 DEGREES 04 MINUTES 45  
SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 476.54 FEET;  
THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF  
455.10 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST  
PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A  
DISTANCE OF 422.20 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 05  
SECONDS EAST, A DISTANCE OF 141.12 FEET; THENCE NORTH 89 DEGREES 40  
MINUTES 35 SECONDS EAST, A DISTANCE OF 524.01 FEET TO THE EAST  
LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 04  
MINUTES 45 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 916.39  
FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos. 01-33-200-007, 01-33-200-012, 01-33-200-013; 01-33-200-015, 01-33-200-017  
01-33-200-014

and leased the premises at Suite 8-100 Lessee. The Owner knowingly permitted Lessee to contract with others to make improvements to Suite 8-100. PETERSON HOMES, CONTRACTORS, INC., was the Lessee's contractor for the improvements thereon. This on or about May 21, 2008 the Contractor made a subcontract with Claimant to provide all labor, materials and equipment for all glass and glazing work for certain windows and door openings in the improvement for Twenty Six Thousand Four Hundred Twenty Five and 00/100ths (\$26,425.00) Dollars; and, on September 22, 2008 Claimant finished all the work contemplated in the subcontract.

The Contractor is entitled to credits on account leaving out, unpaid and owing to the Claimant after allowing all credits, the sum of Three Thousand Nine Hundred Fifty and 00/100ths (\$3,950.00) Dollars for which, with interest and attorneys' fees, the Claimant claims a lien on the land and improvements specifically situate thereon against the Contractor and Lessor and/or any funds due the Contractor from the Lessor.

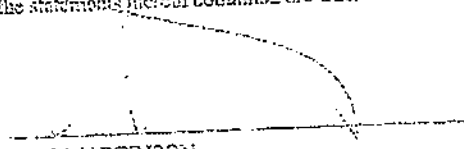
NOTICE TO CREDITORS, ETC.

By \_\_\_\_\_  
Law, Marketing, Inc. Authorized Agent

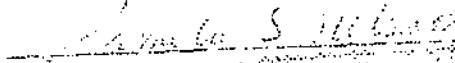
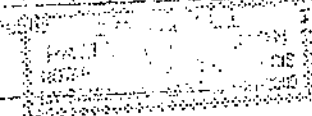


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The Affiant, ERIC MARTINSON, being first duly sworn on oath, deposes and says that he is an Authorized Agent of NORTHERN GLASS, INC., the Claimant, that he has read the foregoing Mechanics' Lien Notice and Claim and knows the contents thereof, and that all the statements therein contained are true.

  
ERIC MARTINSON

SUBSCRIBED and SWORN to before  
me this 20th day of November, 2008

  
Notary Public  
My commission expires 

This instrument Prepared by and Mail to:

Lee P. DeWald, Richard & DeWald, P.C., 1237 South Arlington Heights Road, P.O. Box 1880, Arlington Heights,  
Illinois 60006

SERVICE LIST

CERTIFIED MAIL-RETURN RECEIPT REQUESTED  
RESTRICTED DELIVERY-REGULAR MAIL - 7006 2150 0002 0884 2637

Prattco Hall Corporation, Registered Agent for  
Circuit City Stores, Inc.  
33 North LaSalle Street  
Chicago, Illinois 60602

CERTIFIED MAIL-RETURN RECEIPT REQUESTED  
RESTRICTED DELIVERY-REGULAR MAIL - 7006 2150 0002 0884 2694

Darryl E. Brahman, Registered Agent for  
Arborsum of South Burlington, LLC  
875 North Michigan Avenue, 41<sup>st</sup> Floor  
Chicago, Illinois 60611

CERTIFIED MAIL-RETURN RECEIPT REQUESTED  
RESTRICTED DELIVERY-REGULAR MAIL - 7006 2150 0002 0884 2709

William D. Kelly, Registered Agent for  
International Contractors, Inc.  
619 Enterprise Drive, Suite 205  
Oak Brook, Illinois 60521

CERTIFIED MAIL-RETURN RECEIPT REQUESTED  
RESTRICTED DELIVERY-REGULAR MAIL - 7006 2150 0002 0884 2777

Don Marviano, General Manager  
Eurchypo AG  
1114 Avenue of the Americas  
New York, New York 10036

CERTIFIED MAIL-RETURN RECEIPT REQUESTED  
RESTRICTED DELIVERY-REGULAR MAIL -



Real Estate Infrastructure Private Equity Hedge Funds

RREEF

875 N. Michigan Avenue, 41<sup>st</sup> Floor

Chicago, Illinois 60611-1901

T 312-266-9300

F 312-266-9346

[www.rreef.com](http://www.rreef.com)

**Memo**

[Kim.Band@RREEF.com](mailto:Kim.Band@RREEF.com)

312-278-6511 (direct)

To Charlotte Sweetland

CC Barry Braitman, Vern Oslrow, Ross Berry

From Kim Band

Date December 3, 2008

Subject Mechanic's Lien Notice; CalSmart; Circuit City #809, Building K-1, Arboretum of South Barrington, 100 W. Higgins Road, South Barrington, IL; T-Manning Concrete, Inc. v Arboretum of South Barrington, LLC

Please find the following attached to this cover memo:

1. Sub-Contractor's Notice of Claim for Lien

Plaintiff alleges that on May 23, 2008, the tenant's contractor, International Contractors, Inc., entered into a subcontract with Claimant to provide all labor and materials necessary to complete concrete improvements. Claimant alleges that the amount of \$28,151.00 remains unpaid and owing to the claimant.

If you have any questions or need assistance in handling this matter, please contact Barry Braitman.

Via Certified Mail --  
Return Receipt Requested

Sub-Contractor's Notice of Claim for Lien

To: Circuit City Stores, Inc.  
("Owner")

You are hereby notified that T-Manning Concrete, Inc. ("Claimant") has been employed by International Contractors, Inc. ("Contractor") pursuant to that certain Contract dated May 23, 2008 for Project Circuit City - #809 ("Sub-Contract") to provide all labor and materials necessary to complete certain concrete work in and upon the property herein described, including installation and finishing all cast-in-place concrete, foundations, slabs, sidewalks, curbs and curb cuts, reinforcing steel, forms, piers, trench drains and sump pits, and the installation of bollards and additional items provided by others, together with all related materials and services (collectively, the "Concrete Improvements") under its contract with you, on the property commonly known as Building E-1 at 100 W. Higgins Road, South Barrington, Illinois, and that there is due to Claimant therefor, the sum of \$26,121.00, and for which amount Claimant claims a lien.

Dated this 1<sup>st</sup> day of December, 2008.

T-Manning Concrete, Inc.

By: *[Signature]*

Its: *[Signature]*

CERTIFICATE OF SERVICE

I, Caren Lederer, an attorney, hereby certify that I served the foregoing Notice of Sub-Contractor's Claim for Lien upon the attached service list by certified mail, return receipt requested, on this 1<sup>st</sup> day of December, proper prepaid postage affixed.

*Caren Lederer*

SERVICE LIST

Owner: Arboretum of South Barrington, LLC  
c/o Barry Braitman, Registered Agent  
875 N. Michigan Avenue, Suite 4100  
Chicago, IL 60611

Tenant: Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233  
Attn: Legal Affairs Department

Contractor: International Contractors, Inc.  
977 South Route 83  
Elmhurst, IL 60126  
Attn: Elizabeth Gustovich

Lender: EURO-HYPO A.G.  
New York Branch  
1144 Avenue of the Americas  
New York, NY 10036  
Attn: Legal Department

Architect: Casco Corporation  
10877 Watson Road  
St. Louis, MO 63127  
Attn: Project Superintendent

Construction  
Manager: Manshe Group  
Scott Tucker  
16911 Winter Hill Court  
Montgomery, Illinois 60538



Real Estate Infrastructure Private Equity Hedge Funds

RREEF  
875 N. Michigan Avenue, 41<sup>st</sup> Floor  
Chicago, Illinois 60611-1901  
T 312-266-9300  
F 312-266-9346  
[www.rreef.com](http://www.rreef.com)

## Memo

[Kim.Band@RREEF.com](mailto:Kim.Band@RREEF.com)  
312-278-6511 (direct)

To Charlotte Sweetland  
CC Barry Braitman, Vern Ostrow, Ross Berry  
From Kim Band  
Date December 4, 2008  
Subject Mechanic's Lien Notice; CalSmart; Circuit City, Arboretum of South Barrington,  
100 W. Higgins Road, South Barrington, IL; *International Contractors, Inc. v  
Arboretum of South Barrington, LLC*

Please find the following attached to this cover memo:

1. Original Contractor's Claim for Lien

Plaintiff alleges that on or about April 21, 2008, Arboretum of South Barrington, L.L.C., as Owner, entered into an Agreement with Claimant to provide certain labor, material and work to build out the tenant improvements for Circuit City Stores, Inc., Store 4195. Claimant further alleges that on or about October 3, 2008, all work required by the agreement had been completed by Claimant. Claimant alleges that the amount of \$213,664.30 remains unpaid and owing to the claimant.

If you have any questions or need assistance in handling this matter, please contact Barry Braitman.

## KELLY & KARRAS, LTD.

ATTORNEYS AT LAW

SUITE 203

519 ENTERPRISE DRIVE  
OAK BROOK, ILLINOIS 60523  
(630) 575-0202

FAX: (630) 575-0221

[www.kellykarras.com](http://www.kellykarras.com)

E-Mail: [jjkarras@kellykarras.com](mailto:jjkarras@kellykarras.com)

2240 WEBER ROAD  
CREST HILL, ILLINOIS 60403  
(312) 744-1699  
FAX: (312) 744-1011

JAMES J. KARRAS  
WILLIAM D. KELLY\*  
EFRAIN L. SANCHEZ  
\*ALSO ADMITTED IN FLORIDA

December 2, 2008

CIRCUIT CITY STORES, INC.  
c/o Prentice Hall Corporation, Registered Agent  
33 North LaSalle Street  
Chicago, IL 60602

ARBORETUM OF SOUTH BARRINGTON, LLC  
Barry H. Brakman, Registered Agent  
675 N. Michigan Avenue, 41<sup>st</sup> Floor  
Chicago, IL 60611

EURCHYO AS NEW YORK BRANCH  
Attention: Legal Department  
1114 Avenue of the Americas  
New York, NY 10036

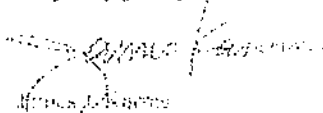
Re: 100 West Higgins Road, South Barrington, Illinois  
Amount Due: \$213,664.30

### Certification:

Please be advised that this office represents International Contractors, Inc. with respect to the above-captioned. Enclosed herewith please find International Contractors, Inc.'s *Original Contractor's Claim for Lien Pursuant to Illinois Compiled Statutes, Chapter 770, Section 60/1, et seq.* with respect to the above-captioned Project. The Lien has been forwarded to the Cook County Recorder's Office to be recorded.

Should you wish to discuss this matter, please contact the undersigned directly.

Very truly yours,



MK:bjm  
Enclosure  
cc: International Contractors, Inc.

ORIGINAL CONTRACTOR'S  
CLAIM FOR LIEN

STATE OF ILLINOIS

COUNTY OF COOK

The Lien Claimant,

INTERNATIONAL

CONTRACTORS, INC., an

Illinois corporation of 977 South

Original Contractor's Claim for

Lien for \$213,664.30

Route 83, Elmhurst, Illinois, hereby files a claim for mechanic's lien against CIRCUIT CITY STORES, INC., a Virginia corporation, authorized or knowingly permitted to contract with Lien Claimant by ARBORETUM OF SOUTH BARRINGTON, L.L.C., a Delaware limited liability company (Circuit City Stores, Inc. and Arboretum of South Barrington, LLC are collectively referred to herein as "Owner"); EUROHYPO AG NEW YORK BRANCH, ("Lender"); and any person or entity claiming an interest in the property (as hereinafter defined), by, through or under Owner or Lender, and states:

That from April, 2008, and all relevant times thereafter, Owner owned the following described land in the Town of South Barrington, County of Cook, State of Illinois, commonly known as 100 West Eliggins Road, South Barrington, Illinois and legally described as set forth in the attached *Exhibit "A"* and hereinafter referred to as the "Property").

That on or about April 21, 2008, ARBORETUM OF SOUTH BARRINGTON, L.L.C., as Owner authorized or knowingly permitted Circuit City Stores, Inc. to enter into a certain written Agreement with Claimant, INTERNATIONAL CONTRACTORS, INC., as General Contractor, whereby Claimant agreed to provide certain labor, material and work to build out the tenant improvements for CIRCUIT CITY STORES, INC., Store No. 4195 (the "Project"), all as more fully set forth in said Agreement, for the sum of *One Million Three Hundred Eighty-Six Thousand One Hundred Twenty-Five Dollars (\$1,386,125.00)*.

That pursuant to the special instance and request of the Owner, Claimant provided certain extra labor, material and work to the Project in the net amount of *Seventy-Two Thousand Three Hundred Eight and 60/100 Dollars (\$72,308.60)* for a total contract price of *One Million Four Hundred Fifty-Eight Thousand Four Hundred Thirty-Three and 60/100 Dollars (\$1,458,433.60)*.

On October 3, 2008, Claimant completed all that was required to be done by said Agreement. That as of the date hereof, Owner is entitled to credits in the amount of *One Million Two Hundred Forty-Four Thousand Seven Hundred Sixty-Nine and 93/100 Dollars (\$1,244,769.93)* leaving due and owing to the Claimant the sum of *Two Hundred Thirteen Thousand Six Hundred Sixty-Four and 30/100 Dollars (\$213,664.30)* for which, with interest, the Claimant claims a lien on said Property, Project and improvements thereon and on the monies, bonds and/or warrants or other considerations

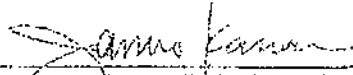


due or to become due from the Owner as well as court costs and legal fees pursuant to *Illinois Compiled Statutes, Chapter 770, Section 60/17*.

Dated: December 2, 2008

INTERNATIONAL CONTRACTORS, INC.,  
Mechanic's Lien Claimant,

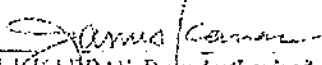
By: \_\_\_\_\_

  
James J. Barras, Its Duly Authorized  
Agent and Attorney-In-Fact

STATE OF ILLINOIS  
COUNTY OF DUPAGE

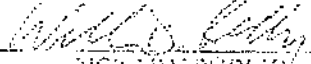
VERIFICATION

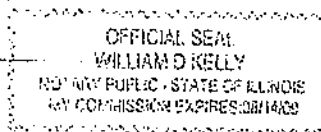
JAMES J. KARRAS, being first duly sworn on oath, deposes and states that he is the duly Authorized Agent and Attorney-In-Fact of Lien Claimant, INTERNATIONAL CONTRACTORS, INC., an Illinois corporation; that he is authorized to sign this Verification of the foregoing Original Contractor's Claim for Lien Pursuant to Illinois Compiled Statutes, Chapter 770, Section 60/1, et seq.; that he has read the above and foregoing ORIGINAL CONTRACTOR'S CLAIM FOR LIEN, and that the statements set forth therein are true and correct in substance and in fact.

  
JAMES J. KARRAS, Duly Authorized  
Agent and Attorney-In-Fact of  
INTERNATIONAL CONTRACTORS, INC., Lien  
Claimant

SUBSCRIBED AND SWORN to before me

this 2<sup>nd</sup> day of December, 2008

  
NOTARY PUBLIC



*This Document has been prepared by me  
after recording should be returned to:*

James J. Karras, Esquire  
KELLY & KARRAS, LTD.  
619 Enterprise Drive, Suite 205  
Oak Brook, Illinois 60523  
(630) 575-0202

BEGINNING AT THE INTERSECT CORNER OF THE SOUTHERLY CURVE OF SAID SECTION 33;  
 THENCE SOUTH 20 DEGREES 22 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID  
 SOUTHERLY CURVE OF SECTION 32, A DISTANCE OF 100.15 FEET TO THE NORTH RIMBY OF  
 WAY LEAD OF ILLINOIS ROUTE NO. 72 (HUNTERS ROAD) AS INDICATED AND OCCUPYING;  
 THENCE NORTH 69 DEGREES 18 MINUTES 23 SECONDS WEST ALONG SAID NORTH RIMBY OF  
 LEAD, A DISTANCE OF 3766.41 FEET TO A POINT ON THE EAST RIMBY OF WAY LEAD OF  
 ILLINOIS ROUTE NO. 59 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO.  
 11184096; THENCE NORTH 01 DEGREE 11 MINUTES 27 SECONDS WEST ALONG SAID EAST  
 RIMBY OF WAY LEAD OF ILLINOIS ROUTE NO. 59, A DISTANCE OF 1096.63 FEET TO A POINT  
 ON A NON-REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE  
 NORTHEAST HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 34.49 FEET TO A POINT  
 OF REVERSE CURVATURE; THE CHORD OF SAID ARC HAVING A LENGTH OF 72.00 FEET AND A  
 BEARING OF SOUTH 44 DEGREES 15 MINUTES 21 SECONDS EAST; THENCE EASTERLY ALONG A  
 CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 477.82 FEET AN ARC DISTANCE OF  
 44.92 FEET TO A POINT OF REVERSE CURVATURE; THE CHORD OF SAID ARC HAVING A LENGTH  
 OF 68.06 FEET AND A BEARING OF NORTH 01 DEGREE 25 MINUTES 21 SECONDS EAST;  
 THENCE NORTHEAST ALONG A CURVE CONCAVE IN THE SOUTH HAVING A RADIUS OF 750.00 FEET  
 AND A DISTANCE OF 165.16 FEET TO A POINT OF REVERSE CURVATURE; THE CHORD OF SAID  
 ARC HAVING A LENGTH OF 361.96 FEET AND A BEARING OF SOUTH 44 DEGREES 14 MINUTES  
 10 SECONDS EAST; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A  
 RADIUS OF 552.00 FEET AN ARC DISTANCE OF 121.21 FEET TO A POINT OF REVERSE  
 CURVATURE; THE CHORD OF SAID ARC HAVING A LENGTH OF 125.14 FEET AND A BEARING OF  
 SOUTH 01 DEGREE 10 MINUTES 53 SECONDS EAST; THENCE SOUTHERLY ALONG A CURVE  
 CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET AN ARC DISTANCE OF 65.18 FEET  
 TO A POINT OF REVERSE CURVATURE; THE CHORD OF SAID ARC HAVING A LENGTH OF 56.00  
 FEET AND A BEARING OF SOUTH 70 DEGREES 05 MINUTES 14 SECONDS EAST; THENCE  
 EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 20.00 FEET AN ARC  
 DISTANCE OF 35.16 FEET TO A POINT OF REVERSE CURVATURE; THE CHORD OF SAID ARC  
 HAVING A LENGTH OF 33.12 FEET AND A BEARING OF REVERSE CURVATURE; THE CHORD OF SAID ARC  
 HAVING A LENGTH OF 100.00 FEET AN ARC DISTANCE OF 10.00 FEET TO A POINT OF REVERSE  
 CURVATURE; THE CHORD OF SAID ARC HAVING A LENGTH OF 20.01 FEET AND A BEARING OF

[illegible]

## DISCUSSION



Doc#: 0832334055 Fee: \$30.00  
Eugene "Gene" Moore R115P Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/18/2008 01:01 PM Pg: 1 of 4

SUBCONTRACTOR'S NOTICE AND CLAIM FOR LIEN

STATE of ILLINOIS ) ss:  
COUNTY of COOK )

Claimant, *North American Roofing Services, Inc.*, 41 Dogwood Rd., Asheville, NC 28806 of *Buncombe County, State of North Carolina*, hereby files a notice and claim for lien against *Arboretum of South Barrington, LLC*, 400 Skokie Blvd., Suite 405, Northbrook, IL 60062, Owner, and *Circuit City Stores, Inc.*, 9950 Maryland Drive, Richmond, VA 23233, Contractor, and states:

That on March 26, 2008, the owner(s) owned the following described land in the County of Cook, State of Illinois to wit:

*PN#s: 01-33-200-001-0000; 01-33-200-012-0000; 01-33-200-013-0000; 01-33-200-014-0000; 01-33-200-015-0000; 01-33-200-017-0000. See attached Legal Description attached hereto.*

*Commonly known as: Circuit City #4166, 100 Higgins Rd., South Barrington, IL.*

That on March 26, 2008, said contractor made a subcontract with claimant to provide Roofing, related materials and/or labor, for said improvement and that on September 22, 2008, claimant completed delivery of materials and/or labor to the value of \$106,822.00.

That said contractor is entitled to credits on account as follows: \$0.00.

leaving a balance due, unpaid and owing to claimant and, after allowing all credits, the sum of \$106,822.00 for which, with interest, claimant claims a lien on said land and improvement and on the monies or other considerations due or to become due from the owner under said contract against said contractor and owner(s).

North American Roofing Services, Inc.

BY:

*[Signature]*  
Allan R. Popper of Vanguard, Inc., Agent for  
North American Roofing Services, Inc.  
41 Dogwood Rd., Asheville, NC 28806

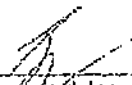
File No.: 084167-2-1

*PH*  
*4/11*

0832394065 Page: 2 of 4

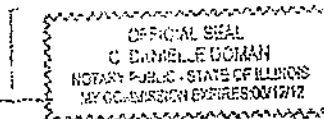
STATE of ILLINOIS        ) ss.  
COUNTY of DUPAGE        )

Affiant, Allan R. Popper, being first duly sworn, on oath deposes and says that he is the agent of claimant, and that he has read the foregoing notice and claim for lien and knows the contents thereof; and that all statements therein contained are true.

  
ALLAN R. POPPER, of Lienguard, Inc., Agent for  
North American Roofing Services, Inc.  
41 Dogwood Rd., Asheville, NC 28806

SUBSCRIBED AND SWORN to before me  
on November 17, 2008.

  
C. DANIELLE DOMAN, Notary Public



File No: 0447-8-1

Prepared by:       Allan R. Popper  
                  Lienguard, Inc.  
                  1000 Jorie Blvd., Ste. 270  
                  Oak Brook, IL 60523

Mailed to:       Lienguard, Inc.  
                  1000 Jorie Blvd., Ste. 270  
                  Oak Brook, IL 60523

0332234055 Page: 3 of 4

0728233007 Page: 6 of 7

EXHIBIT A

Legal Description of the Shopping Center

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, A DISTANCE OF 780.49 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 72 (HIGGINS ROAD) AS MONUMENTED AND OCCUPIED; THENCE NORTH 69 DEGREES 18 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2786.41 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 11194096; THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59, A DISTANCE OF 1096.63 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 50.49 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 72.08 FEET AND A BEARING OF SOUTH 46 DEGREES 18 MINUTES 28 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 467.00 FEET AN ARC DISTANCE OF 68.92 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 68.96 FEET AND A BEARING OF NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 798.00 FEET AN ARC DISTANCE OF 565.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 361.98 FEET AND A BEARING OF SOUTH 87 DEGREES 46 MINUTES 18 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 552.00 FEET AN ARC DISTANCE OF 123.61 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 125.34 FEET AND A BEARING OF SOUTH 81 DEGREES 10 MINUTES 53 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 198.00 FEET AN ARC DISTANCE OF 66.38 FEET TO A POINT OF REVERSE CURVATURE, THE

CHORD OF SAID ARC HAVING A LENGTH OF 66.07 FEET AND A BEARING OF SOUTH 79 DEGREES 05 MINUTES 46 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 30.00 FEET AN ARC DISTANCE OF 35.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 33.18 FEET AND A BEARING OF NORTH 77 DEGREES 55 MINUTES 47 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 196.00 FEET AN ARC DISTANCE OF 36.93 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 36.91 FEET AND A BEARING OF NORTH 50 DEGREES 11 MINUTES 41 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 232.00 FEET AN ARC DISTANCE OF 125.75 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 124.21 FEET AND A

1011101 11235002000

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BEARING OF NORTH 40 DEGREES 30 MINUTES 36 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 754.00 FEET AN ARC DISTANCE OF 60.64 FEET TO A POINT OF NON-TANGENCY HEREINAFTER REFERRED TO AS POINT 'A'. THE CHORD OF SAID ARC HAVING A LENGTH OF 60.62 FEET AND A BEARING OF NORTH 22 DEGREES 40 MINUTES 42 SECONDS EAST; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST ALONG A LINE HEREINAFTER REFERRED TO AS LINE "A", A DISTANCE OF 287.96 FEET; THENCE SOUTH 37 DEGREES 31 MINUTES 37 SECONDS WEST, 211.19 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET AN ARC DISTANCE OF 42.15 FEET TO A POINT ON A NON-TANGENT CURVE, THE CHORD OF SAID ARC HAVING A LENGTH OF 43.08 FEET AND A BEARING OF SOUTH 42 DEGREES 49 MINUTES 55 SECONDS WEST; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 90.00 FEET AN ARC DISTANCE OF 40.31 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.98 FEET AND A BEARING OF SOUTH 04 DEGREES 39 MINUTES 01 SECOND EAST; THENCE SOUTH 69 DEGREES 18 MINUTES 15 SECONDS EAST, 220.11 FEET; THENCE NORTH 20 DEGREES 41 MINUTES 41 SECONDS EAST, 27.00 FEET; THENCE SOUTH 69 DEGREES 18 MINUTES 15 SECONDS EAST, 191.54 FEET; THENCE NORTH 26 DEGREES 41 MINUTES 41 SECONDS EAST, 105.23 FEET; THENCE NORTH 38 DEGREES 37 MINUTES 44 SECONDS EAST, 30.67 FEET TO THE SOUTHEASTERLY EXTENSION OF AFORESAID LINE "A"; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST ALONG THE SOUTHEASTERLY EXTENSION OF SAID LINE "A", 128.74 FEET TO A POINT ON SAID SOUTHEASTERLY EXTENSION OF LINE "A" THAT IS 785.95 FEET SOUTHEASTERLY OF, MEASURED ALONG SAID LINE "A" AND ITS' SOUTHEASTERLY EXTENSION, AFORESAID POINT "A"; THENCE NORTH 38 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 83.15 FEET TO THE WEST LINE OF THE EAST 16.35 CHAINS OF THE AFORESAID NORTHEAST QUARTER OF SECTION 33; THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 476.54 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 455.10 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 422.20 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 05 SECONDS EAST, A DISTANCE OF 141.12 FEET; THENCE NORTH 69 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 824.01 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 916.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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